Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE: NEW ASSIGNMENT

NATURE OF CONVEYANCE: SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
E.J. Brooks Company		111/04/2009	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association
Street Address:	600 California Street, 19th Floor
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94108
Entity Type:	National Banking Association: UNITED STATES

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1200445	PULL-TITE
Registration Number:	0647064	GRIPLOCK
Registration Number:	1367663	BROOKS
Registration Number:	1367318	BROOKS
Registration Number:	1075959	POLY-LOK
Registration Number:	1286821	HEX GUARD
Registration Number:	1529319	ROD LOK
Registration Number:	1560934	SPRING-LOK
Registration Number:	1450823	SECUR-HASP II
Registration Number:	1600872	ENDURO SEAL
Registration Number:	3065116	MORE CHOICES.MORE SOLUTIONS
Registration Number:	1694428	ROTO-SEAL
Registration Number:	2115730	SECURE-GRIP
Registration Number:	2123167	SECUR-PULL

900147113 TRADEMARK 900147113 REEL: 004092 FRAME: 0590

Registration Number:	2005757	POLY-CHECK SEAL
Registration Number.	2003/3/	FOLT-CHECK SEAL
Registration Number:	2068737	TAMPER GUARD
Registration Number:	2658810	RING-PULL
Registration Number:	2617969	SPRING-AIR
Registration Number:	1602328	RING-LOC SEAL
Registration Number:	3225757	BROOKS
Registration Number:	3334885	KEEPER SEALOCK
Serial Number:	77214552	MARKITWISE
Registration Number:	3544397	IDENTILITE
Registration Number:	3661820	VISIBILITY IS SECURITY

CORRESPONDENCE DATA

Fax Number: (949)567-6710

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212-506-5150

Email: ipprosecution@orrick.com

Correspondent Name: Orrick, Herrington & Sutcliffe, LLP

Address Line 1: 4 Park Plaza, Suite 1600
Address Line 2: IP Prosecution Department

Address Line 4: Irvine, CALIFORNIA 92614-2558

ATTORNEY DOCKET NUMBER:	1696.453
NAME OF SUBMITTER:	Bradford S. Breen
Signature:	/Bradford Breen/
Date:	11/06/2009

Total Attachments: 7

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GRANT OF SECURITY INTEREST

(TRADEMARKS)

THIS GRANT OF SECURITY INTEREST, dated as of November 4, 2009, is made by E.J. Brooks Company, a New Jersey corporation (the "Grantor"), in favor of WELLS FARGO BANK, NATIONAL ASSOCIATION ("Wells Fargo"), as collateral agent for the Secured Parties (as defined in the below-described Security Agreement) (in such capacity, together with any successors and assigns in such capacity, the "Collateral Agent").

- A. Pursuant to that certain Credit Agreement, dated as of November 4, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Tyden Group Holdings Corp., Brammall, Inc., Telesis Technologies, Inc., TB Acquisition Corp., Grantor, Ekstrom Industries, Inc., Meter Devices Company, Inc., E.J. Brooks (India), Inc. and Trans Guard Industries, Inc., as the Borrowers, the Lenders and Wells Fargo, as administrative agent for the Lenders (in such capacity, the "Administrative Agent"), Collateral Agent, L/C Issuer and Swing Line Lender, the Lenders have agreed to extend loans and other financial accommodations to the Borrowers upon the terms and subject to the conditions set forth therein. In addition, certain of the Lender Parties (as defined in the Credit Agreement) may, from time to time, enter into Lender Rate Contracts (as defined in the Credit Agreement) with one or more of the Borrowers or provide Lender Bank Products (as defined in the Credit Agreement) to one or more of the Borrowers.
- B. The Grantor has adopted, used and is using the trademarks, more particularly described on <u>Schedules 1-A and 1-B</u> annexed hereto and made a part hereof, which trademarks are registered or subject to an application for registration in the United States Patent and Trademark Office or an equivalent office or registry in foreign countries or jurisdictions outside the United States, as specified (collectively, the "<u>Scheduled Trademarks</u>").
- C. The Grantor and other entities party thereto from time to time have entered into an Intellectual Property Security Agreement dated as of November 4, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent, for the benefit of the Secured Parties (as defined in the Security Agreement), pursuant to which the Grantor is required to execute and deliver this Grant of Security Interest.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Grantor does hereby assign, convey, mortgage, pledge, grant, hypothecate and transfer to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all of such Grantor's right, title and interest in and to all trademarks, trade names, trade styles and service marks, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, all registrations and recordings thereof, including, (i) all applications, registrations and recordings in the Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, or any Governmental Authority outside of the United States, all whether now owned or hereafter

OHS West:260754193.1 1696-453 acquired by such Grantor, including the Scheduled Trademarks, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof, (ii) all reissues, extensions or renewals thereof and all licenses thereof, and (iii) all goodwill of such Grantor's business symbolized by such trademarks and all customer lists and other records of such Grantor relating to the distribution of products or provision of services bearing or covered by such trademarks (the "Collateral") to secure the prompt payment, performance and observance of the Secured Obligations (as defined in the Security Agreement).

Notwithstanding the foregoing, the security interest created by this Grant of Security Interest shall not extend to any applications for trademarks or service marks filed in the Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(b) unless and until evidence of use of the mark in commerce is submitted to the Patent and Trademark Office pursuant to 15 U.S.C. §1051 Section 1(c) or Section 1(d).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Collateral Agent with respect to the security interest in the Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein. In the event of any irreconcilable conflict between the terms of this Grant of Security Interest and the Security Agreement, the terms of the Security Agreement shall govern.

The Collateral Agent's address is:

Wells Fargo Bank, National Association 600 California Street, 19th Floor San Francisco, California 94108 Attention: Judith Steele Tel. No. (415) 396-3807

Fax No. (415) 947-5945

E-mail: <u>Judith.Steele@wellsfargo.com</u>

This Grant of Security Interest shall be governed by, construed and enforced in accordance with, the internal law of the State of New York without reference to conflicts of law rules other than Section 5-1401 of the General Obligations Law of the State of New York except that matters concerning the validity and perfection of a security interest shall be governed by the conflict of law rules set forth in the UCC. The Grantor hereby consents to the application of New York civil law to the construction, interpretation and enforcement of this Grant of Security Interest, and to the application of New York civil law to the procedural aspects of any suit, action or proceeding relating thereto, including, but not limited to, legal process, execution of judgments and other legal remedies.

Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be executed as of the day and year first above written.

E.J. BROOKS COMPANY, a New Jersey corporation

By: Name: Ian Morton

Title: President

 $[{\tt SIGNATURE\ PAGE\ TO\ GRANT\ OF\ SECURITY\ INTEREST\ (TRADEMARKS)-E.J.\ BROOKS\ COMPANY}]$

SCHEDULE 1-A TO GRANT OF SECURITY INTEREST

TRADEMARKS

U.S. Trademarks

Mark	(Serial No). / Registration No.	(App. Date) / Reg. Date	Status	
PULL-TITE	1,200,445	6/6/1982	Registered	
GRIPLOCK	647,064	6/18/1957	Registered	
BROOKS	1,367,663	10/29/1985	Registered	
BROOKS	1,367,318	10/29/1985	Registered	
POLY-LOK	1,075,959	10/25/1977	Registered	
HEX GUARD	1,286,821	7/24/1984	Registered	
ROD-LOK	1,529,319	3/14/1989	Registered	
SPRING LOK	1,560,934	10/17/1989	Registered	
SECUR-HASP II	1,450,823	8/4/1987	Registered	
ENDURO SEAL	1,600,872	6/12/1990	Registered	
MORE CHOICES, MORE SOLUTIONS	3,065,116	3/7/2006	Registered	
ROTO-SEAL	1,694,428	6/16/1992	Registered	
SECURE-GRIP	2,115,730	11/25/1997	Registered	
SECUR-PULL	2,123,167	12/23/1997	Registered	
POLY CHECK SEAL	2,005,757	10/8/1996	Registered	
TAMPER GUARD	2,068,737	6/10/1997	Registered	
RING-PULL	2,658,810	12/10/2002	Registered	
SPRING-AIR	2,617,969	9/10/2002	Registered	
RING-LOC SEAL	1,602,328	6/19/1990	Registered	
BROOKS and DESIGN	3,225,757	4/3/2007	Registered	
KEEPER SEALOCK	3,334,885	11/13/2007	Registered	
TAPERED LOK	1497413	7/23/1998	Registered, abandoned. Will be reflected in Jan. 09	
E.J. BROOKS (EUROPE) LTD. (FORMERLY MARKITWISE)	77/214,552		Pending	
IDENTILITE	3,544,397	12/9/2008	Registered	
VISIBILITY IS SECURITY	3,661,820	7/28/2009	Registered	

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Foreign Trademarks

Country	Mark	(Serial No)./ Registration No.	(App. Date)/ Reg. Date	Status
Argentina	BROOKS	1872322	5/22/2002	Registered
Argentina	GRIPLOCK	1440736	5/31/1993	Registered
Brazil	BROOKS	815494173		Registered
Brazil	BROOKS	815494181	6/9/2002	Registered
Brazil	BROOKS	815494289	12/5/2002	Registered
Brazil	BROOKS	815494300	6/9/2002	Registered
Brazil	BROOKS	825172870	9/25/2007	Registered
Brazil	BROOKS	825172888	9/25/2007	Registered
Brazil	BROOKS	828094608		Registered
Brazil	BROOKS	828094616		Registered
Brazil	BROOKS	828094624	5/6/2008	Registered
Brazil	BROOKS	828094632	5/6/2008	Registered
Brazil	GRIPLOCK	815693834	4/21/1992	Registered
Canada	BROOKS	354965	4/28/1989	Registered
Canada	REDI-RING	321066	11/28/1986	Registered
Canada	SECUR-HASP II	333342	10/23/1987	Registered
Chile	BROOKS	779374	2/7/2007	Registered
European Union	BROOKS	003910403	11/7/2005	Registered
European Union	BROOKS(and Wavy Design)	004605341	10/3/2006	Registered
European Union	(Markitwise)	006103121	11/6/2008	Registered
European Union	BROOKS TODO SECURITY SYSTEM PRODUCTS and design	1500693	2/26/2001	Registered
Mexico	BROOKS	531474	9/23/1996	Registered
Mexico	BROOKS	511110	11/28/1995	Registered
Mexico	BROOKS (and Design)	772159	11/29/2002	Registered

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Country	Mark	(Serial No)./ Registration No.	(App. Date)/ Reg. Date	Status
Mexico	BROOKS (and Design)	776920	01/31/2003	Registered
Spain	BROOKS and design	2060338MX	5/5/1997	Registered
Spain	BROOKS and design	2060337M1	4/1/1997	Registered
Spain	BROOKS and design	2745068	11/27/2008	Registered
Spain	BROOKS TODO and design	1168421M6	7/20/1988	Registered
Spain	BROOKS TODO and design	1168420M8	9/17/1990	Registered

Domain Names

Domain Name	Date Expires	Status
boltseals.net	11/24/2009	Registered
brooksasia.com ¹	7/19/2010	Registered
brookseal.com	7/3/2017	Registered
brookseals.com	4/21/2010	Registered
brookseals.us	8/12/2012	Registered
brookslocks.com	12/23/2009	Registered
brooksseals.com	2/18/2010	Registered
brookstechsolutions.com	3/21/2010	Registered
brooksutility.com	4/21/2010	Registered
cableseals.info	11/24/2009	Registered
cargo-seals.com	12/1/2010	Registered
cargosecurityseals.com	12/1/2010	Registered
containerseals.biz	11/24/2009	Registered
ctpat.info	11/24/209	Registered
ejb-marketing.com	8/10/2011	Registered
ejbrooks.cn	7/12/2012	Registered
ejbrooks.com	2/12/2015	Registered
ejbrooks.net	7/12/2017	Registered
electronicseals.org	11/24/2009	Registered

¹ Record owner is Robert Weber, the principal of the website host for E.J. Brooks Co. E.J. Brooks has confirmed that it will change domain names indicating Robert Weber as the registrant's name to E.J. Brooks Company.

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Domain Name	Date Expires	Status
eseal.net	11/24/2009	Registered
highsecurityseals.net	11/24/2009	Registered
indicative-seals.com	12/1/2010	Registered
isoseals.com	3/21/2010	Registered
meteringseals.com	12/1/2010	Registered
metering-seals.com	12/1/2010	Registered
meterseals.com	12/1/2010	Registered
securityseals.bz	12/02/2009	Registered
tamperevidentseals.net	11/24/2009	Registered
lifevestholder.com ²	6/21/2010	Registered
lifevestholders.com ³	6/21/2010	Registered
Brookseals.co.uk ⁴	10/2/2011	Registered

SCHEDULE 1-B TO GRANT OF SECURITY INTEREST

TRADEMARK APPLICATIONS

U.S. Trademarks

Mark	(Serial No). / Registration No.	(App. Date) / Reg. Date	Status
E.J. BROOKS (EUROPE) LTD. (FORMERLY MARKITWISE)	77/214,552		Pending

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RECORDED: 11/06/2009

² Record owner is Advantage Interactive Ltd. Company has confirmed these domain names are in the name of their web service provider. Company intends to register these names in the name of E.J. Brooks.

³ See footnote 3 above.

⁴ Record owner is Robert Weber, the principal of the website host for E.J. Brooks Co. E.J. Brooks has confirmed that it will change domain names indicating Robert Weber as the registrant's name to E.J. Brooks Company.